

Startechtel.com, Inc Credit Terms and Conditions

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Credit account terms and conditions of sale DEFINITIONS.

In these Sale Terms the following meanings shall apply: "We", "Our" and "Us" means Startechtel.com, Inc "You" and "Your" means the person seeking to purchase Goods from Us. "The Goods" means the goods and/or services to be supplied by Us. "The Terms" means these Sale Terms and any special terms agreed in writing between Us and You.

THE CONTRACT

2.1 All orders are accepted by Us only under these Terms which may not be altered except with Our written agreement. Any contrary or additional terms unless so agreed are excluded.

2.2 Quotations are invitations to treat only and shall lapse 5 days from their date.

2.3 All Goods are offered subject to availability and Your order will be accepted when We allocate Goods to Your order. If Goods ordered are not available We will seek Your agreement for substitutes; unless You have previously specified otherwise.

2.4 Once accepted orders may be cancelled only with Our written agreement. Goods are only supplied on a sale or return basis if We have agreed in writing prior to each such sale and on the following terms :

- Returned Goods will be assessed a 20% re-stocking in addition to any shipping fees
- The original order may be returned subject to a minimum return value of \$50.

PRICE

3.1 The price of the Goods shall be as stated in Our price list current at the date of delivery and unless otherwise agreed or stated is inclusive of Startechtel.com, Inc.

3.2 Any discounts deductions or rebates agreed are only available if the price is paid by the Due Date.

3.3 Prices quoted are applicable to the quantity delivery dates and information provided by You. If the order placed varies or delay is caused by Your instructions or lack of instructions we shall be entitled to adjust the price including shipping costs incurred.

PAYMENT

4.1. Our minimum order for credit is \$50 per invoice. All accounts are due for payment without deduction or retention within 31 days, which is stated on the invoice when issued ("Payment Due").

4.2 Payment is to be made to Startechtel.com Inc., 206 N. Towne Avenue, Pomona, CA 91767

4.3 Credit is granted subject to a method of payment acceptable to Us and may be reviewed at any time in Our sole discretion. We reserve the right at any time to alter the required method of payment including requiring payment by Direct Debit and refuse to execute any order or contract if any account is overdue, the arrangements for payment or Your credit rating is not satisfactory to Us.

4.4 You may not withhold payment of any invoice or other amount due to Us by reason of any right of set off or counterclaim which You may have or allege to have for any reason.

4.5 If your payment is not received by the date in which it is due, your credit card will be charged.

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DELIVERY

5.1 Delivery shall occur when the Goods arrive at the delivery address and are signed for by one of Your authorized signatories shown on your credit application form. It is Your responsibility to advise Us in writing of changes to Your authorized signatories.

5.2 If You fail to take or make arrangements to accept delivery or collect the Goods 5 working days after delivery or collection is offered to You or if We are unable to deliver because of inadequate access or instructions delivery shall be deemed and We may do any one or more of the following (without prejudice to any other right or remedy We may have):-

- (a) make additional charges for failed delivery
- (b) store the Goods at Your risk and cost
- (c) invoice You for the Goods
- (d) terminate this contract without liability on Our part
- (e) recover from You all costs and losses incurred by Us

5.3 Delivery dates are given in good faith but are estimates only. Time for delivery shall not be of the essence of the contract.

5.4 We shall not be liable for any damages whatsoever whether direct or indirect (including for the avoidance of doubt any liability to any third party) resulting from any delay by Us in delivery of the Goods or failure to deliver the Goods in a reasonable time whether such delay or failure is caused by Our negligence or otherwise howsoever.

INSPECTION

6.1 You shall inspect the Goods at the place and time of delivery but nothing in these Terms shall require You to break packaging and/or unpack Goods which are intended to be stored before use.

6.2 Unless You advise Our relevant branch by telephone immediately and written notice is received by Our Accounts Receivable Department (details at 4.2 above) within 3 working days of delivery of any claim apparent on reasonable inspection for loss or damage in transit, short delivery or failure to conform to the Contract the Goods will be deemed to have been delivered in accordance with the delivery documents and You shall not be entitled to and waive any right to reject the Goods.

6.3 Our liability for loss or damage in transit or short delivery apparent on reasonable inspection is limited to supplying the Goods as ordered and We shall not be liable for any damages whatsoever. You remain liable to pay the full invoice price of other Goods delivered in accordance with the Contract.

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TITLE AND RISK

7.1 Risk in the Goods shall pass to You when the Goods are delivered. The title to the Goods shall remain with Us until You pay the price of the Goods and any other sums outstanding between You and Us whether in respect of this contract or otherwise.

7.2 We shall be entitled at any time to recover any or all of the Goods to which We have title and for that purpose We Our employees or agents may with such transport as is necessary enter upon any premises occupied by You or to which You have access and where the Goods may be or are believed to be situated.

DEFAULT & TERMINATION

8.1 "Insolvent" means You becoming unable to pay Your debts or You ceasing to pay Your debts in the ordinary course of business or being unable to pay Your debts as they become due or You ceasing or threatening to cease to carry on Your business.

8.2 "Associated Company" means Your subsidiary or holding company or a subsidiary of such holding company, or any company over which Your directors or shareholders have control as defined

8.3 If You fail to pay any invoice or any sum due to Us under any contract on the Due Date or Your credit limit is exceeded or You or Your Associated Company becomes Insolvent or there is a material change in Your or Your Associated Company's constitution or You commit a material breach of this contract and fail to remedy that breach after being requested to do so all sums outstanding between You and Us under this and any other contract shall become immediately due and payable and We shall be entitled to do any one or more of the following (without prejudice to any other right or remedy We may have):-

- (a) require payment in cleared funds in advance of further deliveries of Goods
- (b) charge interest on the monies outstanding at the rate of 1.25 per cent above the official APR in force from month to month from the due date until the date of payment after as well as before judgment
- (c) suspend or cancel any further deliveries of Goods to You under any contract without liability on Our part
- (d) without prejudice to the generality of Clause 7 of these Terms exercise any of Our rights pursuant to that Clause; and/or
- (e) terminate this or any other contract with You or any Associated Company without liability on Our part.

8.4 You shall reimburse Us costs including legal costs on an indemnity basis which We incur in enforcing Our rights under this Contract including but not limited to recovery of any sums due.

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STARTECHTEL.COM INFORMATION PROTECTION NOTICE

If You are an individual or a group of individuals by signing below You agree that We may:

- Seek, hold and process any information obtained about You from You or third parties for the purpose of and as a result of this and any other applications or agreements You or Your company have with Us. This will include a search with a licensed credit reference agency which will keep a record of that search, and will store that information with other businesses.
- Use this information for credit assessment purposes including assessing Your credit limit and to administer and operate the credit account granted to You or Your company and analyze the conduct of that credit account. This may include further searches with licensed credit reference agencies, as above.
- Disclose any information We hold about You to licensed credit reference agencies; other suppliers and creditors to help Us and others make credit decisions; to help prevent or detect fraud or other crimes; to trace debtors; to provide trade references; on a confidential basis to Our agents and sub-contractors; to insurance companies for the purposes connected with insurance products that relate or might relate to Your credit account; to any person to whom We propose to transfer Our rights and/or responsibilities under this contract and to the extent We are required or permitted to do so by law.
- Hold and use this information during and for 6 years after Our trading relationship and thereafter destroy the information except for contact details, a record of credit limits and date of and grounds for account closure.
- If You are a body corporate or incorporate We may process information as above relating to Your directors, shareholders or members including searches with licensed credit reference agencies.

I/We agree that all transactions with Startechtel.com, Inc will be subject to these Sale Terms.

I/We consent to the processing of personal Information in accordance with the Startechtel.com, Inc Credit Terms and Conditions

All individuals to sign and print their names
Individual/Sole Proprietor:

SIGN: _____
PRINT: _____

All Partners:

SIGN: _____
PRINT: _____

SIGN: _____
PRINT: _____

All Directors:

SIGN: _____
PRINT: _____



Startechtel.com, Inc.
 206 N. Towne Avenue, Pomona, CA 91767
 Phone: 800-564-8045 Fax: 909-992-3366
www.startechtel.com

Type of Business (check one) Corporation Proprietorship Partnership

SECTION I (General & Bank Information)			
Name of Business	DBA (if different)	Phone Number	Fax Number:
Email			
Prior Company Name (if changed within 1 year)			
Billing Address: Street	City	State:	Zip:
Corporate Address: Street	City	State:	Zip:
Nature of Business	If Incorporated Where		
Corporate Officers: President	V.P		
In Business Since:	D&B #:	SIC:	
Bank Name	Branch Location		
Phone #	Account #		
Is this a Division or Subsidiary of another Company?	YES	NO	If Yes Name Of Parent Company:

SECTION II (Bank References)			
General Ratings or Comments:			
Checking Since:	Current Balance:	Average Balance:	Any NSF's?
Savings:	Since:	Current Balance:	Average Balance:
Loans:	Since:	Current Balance:	Average Balance: Late Payments:
Revolving or Term:	If Revolving, Renews When:	Secured or Unsecured:	

SECTION III (Trade Information)
<i>Please Attach Five (5) of Your Most Recent and Largest Suppliers for Trade References</i>

SECTION IV (Purchasing Information)
What is the estimated dollar amount of equipment you'll be purchasing from us per year?

SECTION VI (Terms and Conditions/Authorization)
We welcome your application for an account and appreciate your understanding that poor credit management by a few customers require us to adopt a well-defined policy for all our customers; C.O.D., Company Checks, Certified Checks, Cashiers Checks & Money Orders.
All orders over \$5,000 are subject to the requirement of a 50% down payment unless waived, with the remaining balance paid C.O.D at our discretion. All returned checks will be charges a processing fee of \$25.00 and collection costs as applicable.
Accounts 90 days or more past due will be placed with a collection agency, collection charges, court fee and reasonable attorney fees will be added to the amount due.
This credit application is completed and accurate to the best of my knowledge. I have read, understand and agree to abide by the terms and conditions as stated in this document. I hereby authorize the above listed references to release information to Startechtel.com, Inc. In order to verify business relationships and payment history.
Signature _____ Print Name _____ Title _____ Date _____

Signature implies compliance with Credit Terms and Conditions, and authorizes Startechtel.com, Inc to obtain Credit Information including, but not limited to D&B, TRW, Bank Information, Trade Information, and Financial Statements.

A FAX COPY OF THIS FORM IS CONSIDERED TO BE AN ORIGINAL